



UNITED STATES PATENT AND TRADEMARK OFFICE

#8

APPLICANT: Mark Moriconi
SERIAL NO.: 10/017,368
FILING DATE: December 13, 2001
TITLE: System and Method for Maintaining Security
in a Distributed Computer Network

EXAMINER: Unknown
ART UNIT: 2787
ATTY. DKT. NO: PA1682US

COMMISSIONER FOR PATENTS
WASHINGTON, D.C. 20231

Request under 37 CFR 1.48(b) to correct Inventorship

Sir:

Please correct the inventorship of the above-identified patent application by deleting as inventors the names of: Daniel Engovatov, Mark A. Falco, Simon Godik, Mingde Xu, and Ken Yagen.

I acknowledge that the above-named inventors' inventions are no longer being claimed in the application.

Respectfully submitted,

Dated: 9/23/02

By: 

Mark Moriconi
Chairman
CrossLogix, Inc. (Assignee)
2200 Bridge Parkway, Suite 203
Redwood Shores, CA 94065
TEL: (650) 596-2421
FAX: (650) 596-0180

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application

Inventor(s): Mark S. Moriconi

Appl. No.: 10/017,368

Confirm. No.: 8047

Filed: December 13, 2001

Title: SYSTEM AND METHOD FOR MAINTAINING
SECURITY IN A DISTRIBUTED COMPUTER
NETWORK

PATENT APPLICATION

Art Unit: 2131

Examiner:

Customer No. 23910

#7

RECEIVED

JUL 22 2003

Technology Center 2100

POWER OF ATTORNEY BY ASSIGNEE UNDER 37 C.F.R. §§3.71, 3.73(b)

Commissioner for Patents
Alexandria, VA 22313

Sir:

The below-identified Assignee is the owner of the entire right, title and interest in the above-identified patent application by virtue of an assignment from the inventor(s).

_____ The Assignment was recorded in the United States Patent and Trademark Office at Reel
____, Frames ____ - ____, or

☒ A true copy of the Assignment is attached hereto, the original of which has been (or is
herewith) forwarded to the United States Patent and Trademark Office for recording.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Assignee hereby appoints Sheldon R. Meyer, Reg. 27,660, Karl Kenna, Reg. No. 45,445, and other attorneys and agents of FLIESLER DUBB MEYER & LOVEJOY LLP, Customer No. 23910, to prosecute this application and transact all business in the United States Patent & Trademark Office connected therewith; said appointment to be to the exclusion of the inventor(s) and the inventor's(s') attorney(s) in accordance with the provisions of 37 C.F.R. §3.71.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Please address all correspondence to:

Sheldon R. Meyer, Esq.
FLIESLER DUBB MEYER & LOVEJOY LLP
Four Embarcadero Center, Fourth Floor
San Francisco, CA 94111-4156

Please direct all telephone calls to:

Karl Kenna
(415) 362-3800

Assignee: _____ BEA Systems, Inc.

Assignee Type: (Corporation, Partnership, ...) _____ Corporation

Signor's Name: _____ Robert F. Donohue

Signor's Title: (Corporate Office or Position) _____ Senior VP, General Counsel

Signature: _____

Date: 7-16-03

CORPORATE TO CORPORATE
ASSIGNMENT OF PATENTS, APPLICATIONS, AND INVENTIONS

WHEREAS, CrossLogix, Inc., a corporation organized and existing under the laws of California and having a principal place of business at 2200 Bridge Parkway, Suite 203, Redwood Shores, California 94065 (hereinafter "ASSIGNOR"), is the owner of all right, title and interest in the following Letters Patents and applications therefor:

Title:	SYSTEM AND METHOD FOR MAINTAINING SECURITY IN A DISTRIBUTED COMPUTER NETWORK
Inventor(s):	Mark S. Moriconi
Application SC/Serial No. or Patent No.:	10/017,368
Filed or Issued Date:	December 13, 2001
Attorney Docket No.:	BEAS-01453US3
PRIOR ASSIGNMENT DATA (INVENTOR(S) TO CORPORATE)	
Prior Assignment Date:	08/13/2002
Recording Data (Date/Reel/Frames):	Recorded 10/03/2002 at Reel/Frame 013351/0216
PRIOR ASSIGNMENT DATA (CHANGE OF NAME)	
Prior Assignment Date:	
Recording Data (Date/Reel/Frames):	

WHEREAS, PATENT PROPERTY shall include each and all of the following:

(a) the foregoing Letters Patents and applications therefor and the inventions disclosed therein, and all embodiments of such inventions heretofore assigned to ASSIGNOR [all collectively hereinafter termed "said inventions"];

(b) all rights to apply in any and all countries of the world for patents, certificates of invention or other governmental grants on said inventions, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding;

(c) any and all applications filed and any and all patents, certificates of invention or other governmental grants granted on said inventions in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications;

(d) each and every reissue or extension of any of said patents;

(e) each and every patent claim resulting from a reexamination certificate for any and all of said patents, and

(f) the right to sue for and all claims for damages, profits or other recovery resulting from infringement, including past infringement, of any of the foregoing.

WHEREAS, BEA Systems, Inc., a corporation organized and existing under the laws of the State of Delaware and having a principal place of business at 2315 North First Street, San Jose, California 95131 (hereinafter "ASSIGNEE") is to acquire from ASSIGNOR the entire right, title and interest in and to said Patent Property.

NOW THEREFORE, for good and valuable consideration acknowledged by said ASSIGNOR to have been received in full from said ASSIGNEE:

1. ASSIGNOR hereby sells, assigns, transfers and otherwise conveys to ASSIGNEE, and ASSIGNEE's successors, legal representatives and assigns, the entire right, title and interest in and to the PATENT PROPERTY.

2. ASSIGNOR further agrees to execute and cause to be executed such additional instruments as may be necessary or desirable to confirm the transfer of rights as herein contemplated, to record the transfer of rights in the United States and throughout the world, and to permit ASSIGNEE, and ASSIGNEE's successors, legal representatives and assigns to enforce the PATENT PROPERTY.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by its duly authorized corporate officer and delivered to ASSIGNEE this 6th day of July, 2003, in the State of California.

CrossLogix, Inc.

By: [Signature]

Name: Robert F. Donohue

Title: President

State of California

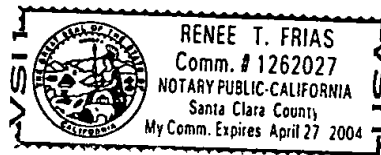
County of Santa Clara

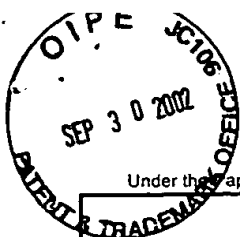
On July 16, 2003 before me, Renee T. Frias, Notary
(name and title of officer)

personally appeared Robert F. Donohue, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person ~~(s)~~ whose name ~~(s)~~ is ~~are~~ subscribed to the within instrument and acknowledged to me that he ~~she/it/they~~ executed the same in his ~~her/their~~ authorized capacity ~~(ies)~~, and that by his ~~her/their~~ signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Signature Renee T. Frias





Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Moriconi et al.

Application No./Patent No.: 10/017,368

Filed/Issue Date: 12/13/2001

Entitled: System and Method for Maintaining Security in a Distributed Computer Network

CrossLogix, Inc.

, a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☐ the assignee of the entire right, title, and interest; or

2. ☒ an assignee of less than the entire right, title and interest.

The extent (by, percentage) of its ownership interest is 83 %

in the patent application/patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

9/23/02

Date

Mark Moriconi

Typed or printed name

Signature

Chairman

Title

ASSIGNMENT OF INVENTION

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged,

ASSIGNORS:

FIRST NAMED INVENTOR: Mark Moriconi, Ph.D.

Address: 11 Michaels Way

Atherton, CA 94027

SECOND NAMED INVENTOR: Daniel Engovatov

Address: 3418 Vanderbilt Way

Santa Clara, CA 95051

THIRD NAMED INVENTOR: Mark Falco

Address: 4 Avocet Drive #213

Redwood City, CA 94065

FOURTH NAMED INVENTOR: Simon Godik

Address: 1108B Wheeler Street

Seaside, CA 93955

FIFTH NAMED INVENTOR: Mingde Xu

Address: 450 Redwood Avenue #24

Redwood City, CA 94601

SIXTH NAMED INVENTOR: Ken Yagen

Address: 1769 Broadway Street #4

San Francisco, CA 94109

hereby sell, assign and transfer to

ASSIGNEE:ASSIGNEE: CrossLogix, Inc.Address: 2200 Bridge Parkway, Suite 203Redwood Shores, CA 94065

and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to any and all inventions which are disclosed in

a U.S. patent application filed on December 13, 2001 and having the serial no. of 10/017,368 that is entitled:

System and Method for Maintaining Security in a Distributed Computer Network


and listing the above ASSIGNORS as the inventors

and, in and to all Letters Patent to be obtained for said invention(s), including all derivatives from the above application or patent, including any conversion, continuation, division, renewal, substitute, reissue or re-examination thereof.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.


ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: 8/13/02



Mark Moriconi, Ph.D.

Date: 8/13/02



Daniel Engovatov

Date: 8/13/02

Mark Falco
Mark Falco

Date: _____

Simon Godik

Date: 8/13/02

Mingde Xu
Mingde Xu

Date: 8/13/02

Ken Yagen
Ken Yagen

INVENTION ASSIGNMENT AND PROPRIETARY INFORMATION AGREEMENT

In consideration of my employment or continued employment by SecureSoft, Inc., a California corporation (the "Company"), I hereby represent and agree as follows:

1. I understand that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that, as an essential part of my employment with the Company, I am expected to make contributions to and may be expected to create inventions of value for the Company.

2. I will promptly disclose in confidence to the Company all inventions, improvements, original works of authorship, formulas, processes, know-how, databases, and trade secrets ("Inventions"), whether or not patentable or copyrightable or protectible as trade secrets, that are made or conceived or first reduced to practice or created by me, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment.

3. I agree that all Inventions that (a) are developed using equipment, supplies, facilities or trade secrets of the Company, (b) result from work performed by me for the Company or (c) relate to the business or the actual or anticipated research or development of the Company, will be the sole and exclusive property of and are hereby assigned to the Company. I hereby transfer and assign to the Company any "moral rights" (as such term is defined below) or equivalent rights which I may have in any Inventions under any copyright or other similar law, either U.S. or foreign. In addition, I hereby waive and agree never to assert any such "moral rights" or equivalent rights, even after the termination of my employment with the Company. As used herein, the term "moral rights" means any rights of paternity or integrity, any right to claim authorship of an Invention, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any Invention, whether or not such would be prejudicial to the undersigned's honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right". I have been notified and understand that the provisions of this paragraph do not apply to any Invention that qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN OR OFFER TO ASSIGN ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUAL OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER, OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870 (a),

THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.

4. I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights and other legal protections for the Company's Inventions in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.

5. I understand that my employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be disclosed to me by the Company that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company ("Proprietary Information"). Such Proprietary Information includes but is not limited to Inventions, marketing plans, product plans, business strategies, financial information, forecasts, personnel information and customer lists, whether of the Company or disclosed to the Company by third parties pursuant to confidentiality agreements or otherwise.

6. At all times, both during my employment and after its termination, I will keep all such Proprietary Information in confidence and trust, and I will not use or disclose any of such Proprietary Information without the written consent of the Company, except as may be necessary to perform my duties as an employee of the Company. Upon termination of my employment with the Company, I will promptly deliver to the Company all documents and materials of any nature pertaining to my work with the Company and I will not take with me any documents or materials or copies thereof containing any Proprietary Information.

7. I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment or proprietary information agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my duties for the Company any documents or materials of a former employer that are not generally available to the public.

I further agree that I will not, directly or indirectly, engage in or participate in any business that is in competition with the business of the Company during the term of my employment with the Company.

8. I hereby authorize the Company to notify others, including without limitation customers of the Company and my future employers, of the terms of this Agreement and my responsibilities hereunder.

9. I understand that in the event of a breach or threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

10. I understand that this Agreement does not constitute a contract of employment or obligate the Company to employ me for any stated period of time. This Agreement shall be effective as of the first day of my employment by the Company.

SECURESOFT, INC.
a California corporation

By: 

Mark Moriconi, President

Employee:

Simon Godik

Signature

SIMON GODIK

Name (Please print)

ssi-inv.nss